

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Mercury Public Affairs, LLC	2. Registration No.  6170
3. Name of Foreign Principal  Embassy of the Republic of Turkey	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. Registrant will provide the principal with consular support and public relations services, including strategic media outreach, influencer engagement, social media counsel, grassroots engagement, and media monitoring.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract. Registrant will provide the principal with consular support and public relations services, including strategic media outreach, influencer engagement, social media counsel, grassroots engagement, and media monitoring.

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see attached contract. Registrant will provide the principal with consular support and public relations services, including strategic media outreach, influencer engagement, social media counsel, grassroots engagement, and media monitoring.

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
February 07, 2020	Leonardo Dosoretz, Counsel	/s/ Leonardo Dosoretz eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.





# Mercury.

## CONSULTING SERVICES AGREEMENT

**Republic of Turkey, Washington Embassy** (the "Client") hereby enters into this Consulting Services Agreement ("Agreement") effective as of February 1, 2020 (the "Effective Date") to retain **Mercury Public Affairs, LLC**, a Delaware limited liability company having a business address at 200 Varick Street, Suite 600, New York, New York U.S.A. 10014 (the "Consultant"), as an independent contractor to perform the services described herein.

1. **The Services.** Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).

2. **Payment Terms.** Client and Consultant agree that Consultant shall be entitled to receive and Client shall pay the fees, compensation and retainer set forth on Schedule 2, which may be modified from time to time as mutually agreed to in writing. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses will only be incurred with the approval of the Client. Payment in full shall be made to Consultant as set forth on Schedule 2. In the event that Client does not pay such invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.

3. **Term.** The Term of this Agreement shall begin on the Effective Date and will continue in effect until December 31, 2020 (the "Term"); provided, however, that either party shall have the right to terminate this Agreement upon the giving of thirty (30) days prior written notice to the other party. In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to Consultant, upon receipt of an invoice, any and all fees earned and/or incurred by Consultant in connection with the Services pursuant to this Agreement pro-rata up to the time of its termination, in addition to all expenses incurred, and shall indemnify Consultant as provided in Section 11 below. Conversely, should this Agreement terminate in advance of its scheduled completion, any fees paid to Consultant by Client that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by Consultant to Client.

4. **Client Contact.** Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.

5. **Staffing.** Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously. At least one of the staff shall be a senior member of the firm who shall be responsible for all other staff assigned to the Services. At no

additional cost to Client, the staff members assigned to the Services shall include at least one individual who is proficient in the Turkish language, has experience in the field of public relations and who possesses an understanding of Turkey-U.S. relations. At the commencement of the Agreement, Consultant shall also assign staff members to work with the Turkish Consulates in the U.S. The personnel assigned shall be disclosed to the Client at the earliest possible date following the execution of this Agreement.

6. Performance Review. Consultant shall not pursue a public relations and communications strategy or agenda without the prior express consent of Client. Consultant shall meet with Client upon Client's request to review performance and conduct planning. At a minimum, such meetings take place bi-monthly. Consultant shall also submit an activity report to Client on a monthly basis.

7. Independent Contractor Status. Consultant and Client agree that Consultant is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

8. Confidential Information/Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly. In the event Consultant is required to disclose confidential Client information pursuant to a court order or other judicial or administrative process, Consultant will provide Client with advance notice of such disclosure sufficient to allow Client to raise any legal defenses that may prevent such disclosure. Upon the termination of this Agreement and any renewals, Client may request from Consultant the return of any documents or other information and data provided by Client.

9. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client provided that such shall not constitute a conflict of interest during the Term.

10. Conflicts of Interest. Client acknowledges Consultant's large size, extensive clientele, and breadth of practice, which give rise to the potential that Consultant may represent clients in unrelated matters whose interests are contrary to those of Client. The parties recognize that even the appearance of a conflict could render unproductive the relationship contemplated in this Agreement. Therefore, Consultant shall endeavor not only to avoid actual conflicts of interest, but the appearances of conflicts of interest as well. To this end, Consultant shall immediately assess whether it represents any clients whose interests are contrary to Client. If so, then Consultant shall inform Client and then the parties shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Client acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, Consultant shall consult with Client's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.



Indemnification. Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section.

12. Publicity. Neither party shall use the other's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without that party's prior written approval.

13. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

14. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via email, and will be deemed given when so delivered personally or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

Mercury Public Affairs, LLC  
509 Guisando de Avila  
Suite 100  
Tampa, Florida 33613  
United States of America  
Attention: Bibi Rahim  
Telephone: 813-908-1380  
Email: DASAccounting@mercuryllc.com

If to Client:

Republic of Turkey, Washington Embassy  
2525 Massachusetts Avenue NW  
Washington, DC 20008  
Attention: Ambassador Serdar Kilic  
Telephone: (202) 612-6700  
Email: embassy.washingtondc@mfa.gov.tr

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice. Consultant acknowledges that judicial documents, including a summons to appear in court, can only be served upon Client pursuant to the Hague Convention of November 15, 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

15. Approvals, No Liability of Consultant. Client shall have the sole responsibility for authorizing and approving the dissemination of all information and materials released on its behalf.

Client shall be solely responsible for the accuracy, and completeness of the information that it provides or approves for Consultant's use. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.

16. Applicable Law; Litigation Venue; Language. Subject to Section 17 below concerning Dispute Resolution, this Agreement shall be governed and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic Courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties, or concluded by arbitration as follows as stated in Section 17. Though the English language version of this Agreement shall govern, Consultant understands and agrees that dispute resolution in Turkey, should it be required, may, at Client's sole discretion, be conducted in the Turkish language.

17. Dispute Resolution. In the event of any dispute between the parties to this Agreement concerning the terms of this Agreement or matters related thereto, the parties shall first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one party to the other party. Each party shall deal in good faith through representatives authorized and empowered to resolve the dispute. In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this Section 17 and under the following terms and conditions:

(a) All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the Rules of Arbitration of the International Chamber of Commerce as are at present in force.

(b) Three arbitrators shall be appointed in accordance with said Rules.

(c) The arbitration shall take place in Washington, DC, unless otherwise agreed to in writing by both parties to this Agreement.

(d) The language of the arbitration shall be English.

(e) Each party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English, properly certified as accurate, with said translation attached to the original document.

(f) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration shall be in English.

(g) The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrators award special, consequential, or punitive damages.

(h) Each party shall initially bear its own expenses, including all costs and attorney's fees, in connection with presenting its case for arbitration, and the parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and

fix the costs of the arbitration and shall decide which party or parties shall bear and pay the costs and in what proportions.

(i) Each party irrevocably waives any right it has or may have to a jury trial concerning any dispute concerning this Agreement.

18. Client is a Foreign Sovereign. The Consultant acknowledges that Client is a foreign sovereign and that neither by executing this agreement nor by participating in negotiation and/or arbitration to resolve a dispute related to this Agreement shall Client be deemed to have waived its sovereign immunity or any privilege or defense that may be available to it by virtue of that immunity.

19. Consultant's Required Disclosures. Client acknowledges that Consultant may file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as it deems may be necessary under FARA, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, and other applicable laws and regulations of the United States.

20. General.

(a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

*h.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs, LLC

By: Morris L. Reid

Name: 

Title: Partner

Date: 1/29/2020

Republic of Turkey, Washington Embassy

By: 

Name: Serdar Kılıç  
Ambassador

Title: \_\_\_\_\_

Date: 1 / 29 /2020



## **SCHEDULE 1**

### **Services**

Consultant will provide strategic consulting and management services specific to issues facing the Client in the areas of strategic media relations, crisis management, digital services, and issues management.

It is expressly agreed and understood that the Services under this contract shall not include any lobbying activities (federal, state or local) whatsoever.

Consultant will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of services under this contract.

Consultant's Services hereunder shall include, but not be limited to, the following:

#### **Influencer Engagement**

- Conduct outreach and set up in-person briefings with relevant public policy stakeholders
- Support participation in thought leadership events
- Organize events to be hosted by Client to connect with public policy stakeholders

#### **Strategic Media Outreach**

- Prepare and support spokespeople for media interviews, background briefings, and public engagements
- Conduct regular outreach to national and local media outlets to convey the importance of the U.S.-Turkish relationship
- Facilitate background or on-the-record briefings and interviews for Client officials or incoming delegations with relevant journalists
- Prepare Client statements, media correspondence, and other public materials

#### **Social Media**

- Create content for the Client's social media platforms
- Provide counsel on social media engagement opportunities

#### **Consular Support and Grassroots Engagement**

- Provide traditional public relations support to Turkish Consul Generals in Boston, Chicago, Houston, Los Angeles, Miami, and New York
- Support local media relations in consulate cities, including bylined submissions, editorial board meetings, print and broadcast interviews
- Facilitate engagement with community leaders through one-on-one meetings, speaking opportunities and event support

#### **Media Monitoring and Analysis**

- Provide Client with a daily media report consisting of Turkey-related news in U.S. media outlets
- Prepare a monthly media analysis report

## SCHEDULE 2

### Compensation

For Services identified in Schedule 1, Client will pay Consultant the following fees in U.S. dollars (\$):

- ❖ \$250,000.00 payment due March 31, 2020
  - ❖ \$250,000.00 payment due June 30, 2020
  - ❖ \$250,000.00 payment due September 30, 2020
  - ❖ \$250,000.00 payment due December 31, 2020
- (\$1,000,000.00 total fee)

Payments shall be made by wire transfers to Consultant's bank per attached Schedule 4.

Digital ads, polling expenditures and any media/advertising expenditures including both production and placement will be billed in addition to the quarterly retainer schedule set forth above and will only be made with the approval of the Client. Social media campaign budget and fees are not included in the fee schedule and must be negotiated on a quarterly basis.

In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses over \$500.00 will be incurred only with the prior written approval of the Client.

Reasonable and customary expenses per paragraph two (2) of this Agreement shall be billed and paid monthly in the same manner as compensation. However, regardless of and in addition to said monthly billing of expense, in certain circumstances, such as expense incurred or to be incurred by travel or other expense, said circumstances to be determined within the sole discretion of the Consultant, the Consultant may elect to require the Client to pay for, directly and in advance, said expense prior to Consultant being obligated to undertake said travel, expense, or other obligation.



**SCHEDULE 3**

**Contact Information**

Republic of Turkey, Washington Embassy  
2525 Massachusetts Avenue NW  
Washington, DC 20008  
Attention: Ambassador Serdar Kilic  
Telephone: (202) 612-6700  
Email: embassy.washingtondc@mfa.gov.tr





**SCHEDULE 4**

**Bank Information for Payments**

Below please find Consultant's payment instructions for receipt of wires, ACHs, or book transfers. The information is as follows:

[REDACTED]